

General Terms & Conditions for Purchase of E Moss Mobile Systems B.V.

1. DEFINITIONS

As used in these General Terms for Purchase of Equipment, Materials and Services (hereinafter referred to as "General Terms") the following words shall have the meaning described here below:

1.1 "Order" means the original purchase order issued by Buyer together with these General Terms, any previously executed non-disclosure agreement (the obligations of which remain in effect), all its attachments, exhibits, specifications, guidelines, instructions, drawings, and any other documents referred to on the face of the Order, attached, or incorporated therein by reference, as such original purchase order may be amended from time to time.

1.2 "Materials" means collectively any materials, goods, products, software, machinery, equipment, articles, parts, items, documentation, and services described on the face of the Order.

1.3 "Buyer" means E Moss Mobile Systems B.V.

1.4 "Supplier" means the person, firm or corporation provided on the face of the Order to whom the Order is issued by the Buyer.

1.5 "Customer" means the person, firm, corporation, or entity that places the Materials into commercial operation, whether by installing, utilizing, or otherwise deploying the Materials for their intended business purposes following their purchase by Buyer.

1.6 "Price" means the total price to be paid by the Buyer to the Supplier under the Order.

2. ACCEPTANCE OF THE ORDER. COMPLETE AGREEMENT. ORDER OF PRECEDENCE

2.1 The Order is for the purchase of Materials and is issued by the Buyer. The Supplier shall confirm the Order in writing within five (5) business days. The Order is deemed accepted when Supplier returns the acknowledgment copy of this Order signed, upon Supplier's provision of an invoice in accordance with the Order, or upon the expiry of the five (5) business days period without receiving Supplier's written confirmation, whichever is earlier.

2.2 The Order together with these General Terms, any previously executed non-disclosure agreement (the obligations of which remain in effect) and the attachments, exhibits, specifications, drawings, or other documents referred to on the face of the Order, attached, or any documents incorporated by reference constitute the sole and entire agreement between the Buyer and the Supplier, and supersede any prior communications, representations, promises, or negotiations, whether oral or written, respecting the subject matter of the Order.

2.3 Buyer rejects any additional or inconsistent terms and conditions offered by the Supplier at any time, including without limitation the Supplier's proposal and/or Order acknowledgement, and they shall not be binding upon the Buyer. Any reference in the Order to Supplier's proposal does

not imply acceptance of any term, condition, or instruction contained therein.

2.4 All Order documents are interpreted together as one agreement; provided, however, that in the event of any conflict among the provisions of one or more of such Order documents as are validly in effect at the time of such conflict, the following order of precedence applies: (a) the front pages of the Order and any supplemental/specific terms included or incorporated by reference; then (b) these General Terms provisions; and finally (c) other Order documents agreed to in writing by the parties.

2.5 All conflicts in the requirements of this Order, its requisition(s) and all Order documents shall be referred to Buyer for clarification and resolution before proceeding with the manufacturing or procurement of the affected items. Any and all costs arising out of, resulting from or incurred in connection with Supplier's failure to request such clarification shall be at Supplier's account.

2.6 No change to or modification of the Order will be binding upon the parties unless agreed in writing and signed by authorized representatives of the parties.

3. PRICE

3.1 The Price is the firm and fixed consideration specified in the Order to be paid by the Buyer to the Supplier for the complete delivery of the Materials, completion of services, and performance of all obligations of the Supplier under the Order and, subject to the provisions hereof, is not subject to any escalation in the respect of costs of the Materials or any other factor whatsoever. The unit prices are also firm and fixed during the lifetime of this Order.

3.2 Unless otherwise provided on the face of the Order, the Price includes all packaging (including recyclable or reusable) and freight to the specified delivery location; applicable taxes and other government charges including, but not limited to, all sales, use, or excise taxes; and all customs duties, fees, or charges.

3.3 All taxes arising out of this Order shall be borne by Supplier. Supplier warrants that the Price is in accordance with the applicable government pricing regulations. Unless otherwise expressly specified in the Order, the Price shall be exclusive of value-added tax.

4. PAYMENT CONDITION. BONDS

4.1 Unless otherwise agreed in the Order, after each shipment made or services completion, Supplier will submit to the address indicated on the Order an invoice listing a description of the Materials provided, services completed and, as applicable, part numbers, harmonized system (HS) codes of the Materials, quantity, weight, hours, and the unit and total prices. Invoices must be submitted to administratie@emoss.nl and must be complete, i.e. accompanied by all related documents and prepared after the Materials have been dispatched and/or services completed as agreed upon in the Order. The invoice must match the exact corresponding Order terms and conditions. The Price to be paid is based on

received quantities, weights or other shipping units delivered or hours for services completed in accordance with the Order.

4.2 Unless otherwise agreed upon in writing, payment will be made sixty (60) days after receipt of an invoice compliant with the Order requirements and acceptance by Buyer of all Materials, including, without limitation, the material (test) certificates as required in the Order documents.

4.3 Payment will not be considered as an acknowledgement of the accuracy of the invoice and/or the contractual accuracy of the consignment. In the event of incorrect delivery, Buyer is entitled to withhold a proportionate part of the payment until the agreement has been fulfilled in full. Further claims are reserved.

4.4 If Buyer makes a down/advance payment for orders, the Supplier shall obtain and deliver to Buyer a down/advance payment bank guarantee in the form acceptable to the Buyer issued by first-class international bank approved by Buyer (the "DOWN/ADVANCE PAYMENT BANK GUARANTEE") and in the amount specified in the Order

4.5 Buyer may deduct any amount owing from Supplier to Buyer as a set off against any amount owing to Supplier.

5. CHANGES

5.1 The Buyer reserves the right, at any time, to direct changes in the scope of work to be done, quantity, drawings and specifications, designs, methods of shipment or packaging, schedules or the place of delivery in respect of any of the Materials or require additional or diminished services under the Order. If any change results in an increase or decrease in the Price, or in the time required to perform the Order, an equitable adjustment to the Order price, delivery dates, or both shall be made, mutually satisfactory to both the Buyer and the Supplier. Supplier shall raise any claim for such adjustment in writing within ten (10) days after receipt of notice of any such change, otherwise the Supplier's right to claim adjustment is waived. Notwithstanding any disagreement between the parties regarding the impact of a change, Supplier will proceed diligently with its performance under this Order pending resolution of the disagreement. Any Change Order shall be binding upon the Buyer only if it is made in writing and signed by the Buyer's authorised representative.

5.2 Supplier shall make no changes, including without limitation to the design, materials, manufacturing location, or processes of the Materials specified in the Order or documents attached or referenced in them, without the advance written approval of Buyer.

6. END OF LIFE (EOL) AND ABOSLESCENCE MANAGEMENT

6.1 In addition to Clause 5, if any component, part, or Material supplied under the Order is or becomes obsolete or reaches end-of-life status, Supplier shall, at its own cost, (i) promptly notify Buyer in writing, (ii) propose technically and commercially acceptable alternatives, (iii) provide full plan for changes and integration for the product and (ix) provide full technical support for the qualification and integration of such alternatives.

7. SPARE PARTS AVAILABILITY AND AFTERSALES SERVICE

Unless more stringent terms are required by the applicable laws, the Supplier shall:

7.1 Ensure the availability of spare parts, components, and consumables for all Materials supplied under the Order for not less than ten (10) years from the date of delivery of the respective Materials, unless otherwise agreed in writing by Buyer.

7.2 Provide service and repair support for the Materials for the duration of the spare parts availability period specified in Clause 7.1 for out-of-warranty repairs, Supplier shall offer repair services at fair and reasonable rates.

7.3 Provide Buyer with not less than twenty-four (24) months' written notice prior to the discontinuation or obsolescence of any spare part or component required for the operation, maintenance, or repair of the Materials. Upon such notice, Buyer shall be entitled to place a final call-off order (umbrella agreement) for its forecasted requirements, and Supplier shall be obliged to accept and fulfil such Order at the Price on the terms of this Order.

8. ASSIGNMENT AND SUBCONTRACTING

8.1 This Order will be binding on the parties and their respective permitted successors and assigns. The Supplier shall not assign or sub-contract the Order or any part thereof or any amounts due hereunder without the prior written consent of the Buyer.

8.2 Any such permitted assignments or sub-contracting shall not relieve Supplier of its obligations under the Order and Supplier will be responsible for its assignees and subcontractors (including but not limited to its affiliates) and their personnel to the same extent as if the acts or omissions were performed by Supplier and its employees, agents and personnel.

8.3 Any permitted assignments or sub-contracting shall not create any contractual relationship between Buyer and Supplier's assignees/sub-contractor(s).

8.4 Any transfer of this Order by Supplier by merger, consolidation, or dissolution, or any change in ownership will constitute an assignment for the purpose of this Order.

8.5 Supplier shall safeguard Buyer's interest by incorporating the Order terms, including without limitation these General Terms into any permitted assignments or sub-contracts.

9. DELIVERY TIME(S) AND DELAYS.

9.1 The delivery time(s) stipulated in the Order is of the essence in the performance of the Order. The Supplier shall deliver the Materials in the quantities and on the date(s) specified on the Order. If the Supplier fails to comply with a specified delivery date, the Supplier will be in default without requiring any notice of default. In view of the fulfilment of the Order by the Supplier, the time of receipt of the Materials at the delivery address specified by Buyer will be the delivery date. If acceptance is required, the Supplier will be in default if the Supplier performs the delivery on the date agreed upon but in such a manner that acceptance is not possible.

9.2 In the event that the Supplier realises that he will be unable to comply with the delivery dates agreed upon, regardless of the reason, Supplier must immediately inform Buyer's Procurement Department in writing of the non-fulfilment of the delivery date and the anticipated length of the delay and shall undertake all necessary measures to minimize the delay. Supplier shall also submit a recovery/mitigation plan by not later than five (5) days upon Supplier's written notification of delay. Provided, however, such notification shall not discharge the Supplier from liability for delayed performance.

9.3 Where a delay is caused for a reason other than Buyer's fault, Supplier shall take, at no cost to Buyer, special measures including but not necessarily limited to: overtime during weekdays, extra time during weekends, extra time during shop and/or public holidays, extra resources, extra shift(s), alternative means of shipping and transport, extraordinary expediting and inspection required by Buyer and sub-ordering of components, to meet the delivery time(s) stipulated in the Order. Further, Buyer is entitled to cancel the Order and claim damages instead of the fulfilment of the Order. Buyer reserves any further statutory claims.

9.4 Buyer further reserves the right to pursue additional remedies caused by late delivery, including but not limited to incremental freight expenses incurred by Buyer for shipments of Materials to Buyer and for shipments of Materials or finished products containing or incorporating the Materials from Buyer to any Customer.

9.5 If desired, Buyer may return consignments that are received more than ten (10) working days before the delivery date agreed upon at the expense of the Supplier or store such consignments at the expense and risk of the Supplier until the delivery date agreed upon. Early delivery does not affect possible due dates.

10. INSPECTION AND EXPEDITING

10.1 Buyer shall, at any time, and at no additional cost, have the right to inspect the Supplier's materials, test or witness Supplier's test of the Materials and otherwise review Supplier's performance. Buyer shall exercise such right at reasonable times and in a manner that does not unreasonably interfere with Supplier's operations. Buyer's exercise of such right or waiver of the same, shall not relieve Supplier of any of its obligations under this Order or any latent or patent defects, fraud, or negligence.

10.2 Supplier may be subject to desk expediting and/or shop expediting where and when found necessary by Buyer. Expediting actions taken by Buyer in this respect shall be considered supplementary to Supplier's activities and shall in no way relieve Supplier of his responsibilities and obligations under the Order.

11. LIQUIDATED DAMAGES FOR DELAY

11.1 Failure of Supplier to adhere to the delivery time(s) specified in the Order may cause Buyer to incur damages. The parties agree that such damages will not be readily ascertainable. Accordingly, if Supplier fails to deliver the

Materials (including any documentation) to Buyer and/or complete the services in accordance with the Order, Supplier shall be liable to Buyer for liquidated damages at 1 % per commenced week of the Order value up to a maximum of the 10 % of the Order value.

11.2 Payment of such liquidated damages shall be without prejudice to the rights and remedies of Buyer under the Order, or at law.

11.3 Payment of liquidated damages shall not relieve Supplier from duly performing his obligations under the Order.

12. FORCE MAJEURE

Force Majeure events are such circumstances as those which cannot be avoided by reasonable care due to circumstances, including without limitation: war, civil disturbance, natural events, fire, flood, storm, pandemics, explosion, earthquake, riots, strikes, any decision by any judicial or arbitral tribunal or any other acts of any government, or any other cause beyond the reasonable control of either party, when it is not able to overcome by the use of reasonable measures ("Force Majeure Events"). Labour disputes, lock-outs, and/or Supplier's economic hardship in buying materials or processing the manufacture of the Materials shall not be construed as Force Majeure events. The party affected by a Force Majeure Event will promptly provide a written notice to the other party, explaining in detail the full particulars and expected duration of the Force Majeure Event, and will use its best efforts to remedy the delay, if possible, to be remedies. In case of a Force Majeure Event, either party may postpone the fulfilment of its contractual obligations under the Order. If full or partial fulfilment of the Order is no longer reasonably feasible, Buyer may cancel the Order without Supplier being entitled to damages and costs.

13. PERFORMANCE

Subject to any technical requirements and operational needs arising out of the Order or applicable law, the Supplier shall at all times comply with:

- a) the reasonable expectations that the Buyer may have, with respect to performance, quality, and reliability, as described in the technical specifications provided by the Buyer;
- b) reasonable requirements concerning safety, health, wellbeing, and the environment, as well as security, including but not limited to those arising under applicable law;
- c) the standards associated with any regulatory body for the relevant industry;
- d) the statutory European directives on CE marking and the EC declaration of compliance for machinery and safety components, or the "manufacturer's declaration of conformity," and shall supply the declaration of CE conformity;
- e) all applicable national and international privacy laws and regulations, including but not limited to the General Data Protection Regulation ("GDPR") and its implementing laws;



- f) the design, material, and performance requirements of the latest editions (with amendments) of the Codes and Standards current at the time of Order placement, as well as any amendments made during Order execution;
- g) the standard of skill, workmanship, and care appropriate at the time of performance for the provision of services of a similar type and nature;
- h) the time schedule and/or execution schedule approved by the Buyer;
- i) any stated requirement that an agreed quality of raw materials and other materials be used;
- j) the requirement that any persons engaged by the Supplier shall be suitably qualified for the performance of the services and have undergone any Buyer-specified induction or training;
- k) requirements to demonstrate secure management of information and to ensure that staff, as well as subcontractors, are properly trained in cybersecurity culture and governance;
- l) requirements to demonstrate effective safety management of the Materials, ensuring that staff and subcontractors are properly trained in Material Safety culture and governance (including Functional Safety).

14. WARRANTIES

14.1 Supplier warrants that the Materials

- a) conform to Buyer's provided specifications, drawings, designs, quality control plans, operating characteristics, performance requirements, samples and any other descriptions;
- b) are new and of high quality and workmanship in accordance with generally recognised industry standards;
- c) are fit for their intended purpose or use;
- d) are free from defects in material, workmanship, and design, even if the design has been approved by Buyer;
- e) comply with all applicable laws.

As to services in addition to any express or implied warranties, Supplier warrants that services are performed in a competent and professional manner, by qualified personnel under the direction and control of Supplier and in accordance with the highest industry standards adhered to by reputable suppliers performing services of a similar nature.

14.2 If any non-conformity from the preceding warranties arises at any time up to one (1) year from the date when such Materials are placed into commercial operation (but not later than twenty-four (24) months from the relevant time of delivery/completion of the services to the Customer thereof), and the Supplier is notified thereof, the Supplier shall, at its own cost and expense and within shortest possible period of time but not later than one (1) month thereafter, make all alterations, repairs and replacements as may be necessary to permit the Materials to function in accordance with the Order and to fulfil the foregoing warranties.

14.3 If Supplier fails to remedy any defect within the period specified by Buyer, Buyer may correct any retained defective Materials at Supplier's expense; replace them with Materials

from another supplier and charge the Supplier the cost thereof, including any incidental costs; or terminate this Order for Supplier's breach.

14.4 Supplier is responsible for the costs of repairing, replacing or correcting nonconforming Materials or crediting them to Buyer, and for all related costs, expenses and damages including, but not limited to, the costs of removal, disassembly, failure analysis, reinstallation, re-inspection, all freight charges, all Customer charges; and all other corrective action costs.

14.5 The Buyer may, however, at its option, elect to accept the defective Materials with an adjustment in the Price therefor.

14.6 If, pursuant to the above warranties, the Supplier alters, repairs or replaces any defective Materials, the provisions of this Clause shall then apply to such altered, repaired or replaced Materials for the same period of time from the date of recommencement of commercial operation of such Materials and under the same conditions.

14.7 Supplier further warrants that the Materials are free and clear of any and all liens or other encumbrances, do not infringe any intellectual property rights of any third party and do not utilize misappropriated third-party trade secret information. These warranties will survive any delivery, inspection, acceptance, or payment by Buyer.

14.8 The warranties and rights provided are cumulative and in addition to any warranty provided by law or in equity.

14.9 Supplier shall obtain third-party warranties consistent with this clause 14 for all materials, components, and services required by Supplier to perform under the Order and Supplier is solely responsible for ensuring that all such materials, components, and services meet the requirements in this clause 14.

15. EPIDEMIC FAILURE

If, subsequent to the delivery, Materials exhibit a substantially similar repeating failure, defect, or non-conformity with the Order ("Epidemic Failure"), the party discovering the Epidemic Failure shall promptly notify the other party, and the Supplier shall provide to Buyer a root cause analysis and a preliminary remedy plan. Supplier and Buyer will agree on a remedy plan for Customer notification, Materials recall, inventory replacement, repair, or retrofitting, regardless of location. Supplier is responsible for all costs and damages associated with any Epidemic Failure, including but not limited to, replacement Materials, parts, upgrades, labor, transportation and inventory replacement arising from an Epidemic Failure, regardless of whether Buyer initiates a field stocking recall or Customer-based recall or retrofit, including Materials in Buyer's channel partner inventory and Customers installed base.

16. PRODUCT LIABILITY

16.1 In the event that Buyer is held liable for a defect in a product that is part of the Materials delivered by the Supplier or the Materials are incorporated in such product due to a breach of safety regulations or in connection with domestic or foreign stipulations and/or laws regarding product liability,

Buyer will be entitled to claim and Supplier shall be fully liable to pay for any and all damages Buyer and its Customer may incur due to damages caused by, resulting from or incurred in connection with the Material delivered by the Supplier. These damages also include the costs of a possible action to recall the Materials. If a defect occurs in a Material/part delivered by the Supplier, the defect is deemed to have occurred exclusively within the Supplier's sphere of responsibility.

16.2 The Supplier must conduct a quality inspection in line with the type of product, the product's area of application and the state of the art and provide Buyer with proof of this quality inspection at Buyer's request. The Supplier will conclude a quality control agreement with Buyer if Buyer deems this necessary.

16.3 The Supplier will take out insurance providing adequate coverage for all risks regarding product liability, including the risk of any actions to recall defective Materials. Upon request, the Supplier will make the insurance policy available to Buyer.

17. INDEMNITY

17.1 The Supplier shall, at its expense, defend, indemnify and hold harmless the Buyer, Customers, end-users, and their subsidiaries, affiliates, and agents, and their respective officers, directors, and employees ("Indemnitees"), from and against any and all cost, loss, damage, penalty, fine, claim, demand, or liability, including reasonable attorney fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred by or demanded from the Indemnitee/s ("Claim") arising out of, resulting from or occurring in connection with (i) the Materials or the performance of the services by Supplier, its sub-Suppliers, subcontractors, agents or their personnel (including without limitation any employment related claims), (ii) any Supplier's breach of the terms of this Order and/or (iii) any defect in the Materials supplied by the Supplier pursuant to the Order.

17.2 Supplier will furnish, upon Buyer's written request, waivers by Supplier, its sub-tier supplies and all other persons entitled to assert any lien rights in connection with the performance of this Order and will indemnify Buyer and Customer against any and all Claims incurred by Indemnitee/s as a result of any failure by Supplier or any other person to comply with this provision.

18. INSURANCE

18.1 The Supplier shall, at its own expense and at all times during the term of the Order, and until the expiration of the latest applicable warranty period, maintain with reputable and financially sound insurers (having, where available, a minimum A.M. Best rating of A-, S&P A, or equivalent in the relevant jurisdiction, and authorized to operate therein) the following insurance policies in amounts not less than those required by law or as specified in the Order, whichever is greater:

- General Liability (including public and products liability) insurance.
- Workers' compensation and/or statutory equivalent.
- Employer's Liability.

- If applicable, Intellectual Property and Cyber Liability Insurance.
- If applicable, Professional Errors and Omissions covering all Supplier activities.
- Any additional insurance as may be agreed in the Order.
- All other insurance required by applicable laws.

18.2 All insurance policies required shall be primary and non-contributory to any insurance maintained by the Buyer.

18.3 The Supplier shall provide the Buyer with certificates of insurance evidencing compliance prior to commencing any work, upon renewal or replacement of any policy, and upon request. Such certificates shall confirm that the policies are in full force and effect, and the Supplier shall provide further information reasonably requested by the Buyer. The Supplier shall ensure that the Buyer receives at least thirty (30) days' prior written notice of any cancellation or material change in coverage.

18.4 The Supplier shall ensure that all subcontractors, agents or other third parties engaged in connection with the Order maintain insurance equivalent to that required of the Supplier or are covered under the Supplier's policies. Supplier remains responsible for the performance and compliance of all such parties.

18.5 The insurance required under this Clause shall in no way limit or be construed to limit the Supplier's liabilities or obligations under the Order, whether contractual, statutory, or otherwise. Failure of the Buyer to require evidence of insurance or to notify the Supplier of any non-compliance shall not constitute a waiver of the Supplier's obligations.

19. TITLE AND RISK OF LOSS

19.1 The Supplier warrants the full, complete and unrestricted title to the Buyer of all Materials, furnished by the Supplier under the Order, free and clear of and not subject to any Supplier or third-party lien, restriction, reservation, security interest, encumbrance, retention or title arrangement or any other like interest.

19.2 Full unencumbered title of the Materials or any self-sustaining part or separately identifiable unit thereof received or furnished by the Supplier in accordance with the terms and conditions of the Order passes to the Buyer upon delivery of the Materials by Supplier at delivery location stipulated in the Order to the Buyer or its appointee (including partial delivery when authorised by Buyer's in writing), or upon payment (including payment of a milestone related to Supplier's purchase of materials and/or components to become part of the supplied Materials under the Order), whichever comes first.

19.3 Supplier bears all risk of loss or damage to the Materials until the Materials are delivered to Buyer or its appointee pursuant to the delivery term (INCOTERMS 2020 or latest version) stipulated in the Order.

20. SUSPENSION

20.1 Buyer may, at any time and without any liability to Supplier, require with written notification Supplier to suspend

performance completely or partially under the Order. Immediately upon receipt of the notification or any other period if mentioned in it, Supplier shall suspend performance as required and take all appropriate measures, in accordance with the required standard of performance, to preserve and protect the Materials or part thereof during suspension. At any time, Buyer may, in whole or in part, cancel the suspension, and Supplier is obliged to resume the work immediately.

20.2 Following the end of a suspension, and except if the suspension is as a result of Supplier's default, Buyer will determine and notify a reasonable extension of delivery time and reimburse Supplier's documented, reasonable direct costs (without mark-up) incurred due to the suspension.

20.3 Buyer is not liable for any damages or for payment of compensation on any other bases (direct, consequential, or otherwise) in respect to any loss, damage or expense suffered by Supplier due to the suspension.

21. TERMINATION

21.1 If Supplier commits a material breach of this Order, or Supplier becomes bankrupt, insolvent or unable to meet his financial obligations, Buyer may terminate this Order in writing without any liability to Supplier, and without prejudice to Buyer's right to claim damages or to pursue any other remedy provided by law, may charge Supplier for any additional cost incurred in performing Supplier's obligations or having such obligations performed by a third party. A material breach includes, but is not limited to, late delivery or delivery of nonconforming Materials.

21.2 Buyer shall have the right to cancel all or any part of this Order, for its convenience, in writing. Upon such cancellation, Buyer's sole obligation and Supplier's sole and exclusive remedy concerning the cancelled part of the Order shall be to pay Supplier for the Materials received and accepted by Buyer before the date of cancellation.

21.3 Upon termination, Buyer may, at its option, require Supplier to transfer title and deliver to Buyer any completed Materials and/or any property produced or procured by Supplier to perform this Order. In such an event, Buyer will pay the Order price for those Materials and/or the reasonable actual costs incurred by Supplier to produce or procure such property, but in no event more than the Order value. The payment can be set off against any costs and damages to Buyer.

22. NON-WAIVER

Nothing herein shall be construed as limiting the Buyer's rights otherwise provided by law. The Buyer's delay or failure to enforce any of its rights hereunder shall not be considered a waiver of such rights by the Buyer whether as to that occasion or any subsequent occasion unless the Buyer expressly stipulates such in writing.

23. PATENTS AND PROPRIETARY RIGHTS, WARRANTY AND INDEMNIFICATION

The Supplier warrants that neither the Materials provided or used as part of the Order, nor the sale and/or use thereof by the Buyer, the Customer, and/or any end-user, shall infringe any patent, copyright, trademark or other proprietary rights of any third party. The Supplier shall, at its sole cost and expense, to indemnify, defend and hold harmless the Buyer, the Customer and end-user from and against any and all cost, loss, damage, penalty, fine, claim, demand, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict arising out of, incurred as a result of or in connection with (i) any actual or alleged infringement of any patent, copyright, trademark or violation of any other proprietary rights of any third party in the use or sale of the Materials and (ii) unlawful disclosure, use, or misappropriation of a trade secret; except where the Materials are manufactured to the Buyer's specific design unless such design originated from or was proposed or advised by the Supplier.

24. SECRECY. INTELLECTUAL PROPERTY

All specifications, drawings, designs, data, know-how, intellectual property, software and other information (collectively called the "Information") that (i) is or will be furnished by the Buyer to Supplier, (ii) Supplier will design, develop or create in connection to this Order; as individual items and as a combination of both, whether or not completed, and (iii) all derivative works of (i) and (ii) designed, developed or created by Supplier in connection with the Order shall be Buyer's confidential information and Buyer's property ("Buyer's Confidential Information"). Supplier shall use Buyer's Confidential Information only to fulfil its obligations under the Order and for no other purpose. Buyer's Confidential Information shall be kept confidential and not disclosed to any third party save where the Supplier proves, to the Buyer's satisfaction, that any such information is available to the public or was already in its lawful possession at the time such information was furnished to the Supplier or was rightfully received from a third party subject to no secrecy obligation. This obligation of secrecy shall survive any termination of the Order.

25. LICENSED SOFTWARE

25.1. If any Supplier's licensed software, that does not fall under the definition of Buyer's Confidential Information pursuant clause 24, forms part of Materials or is necessary for the intended use of Materials, including, as applicable, all improvements, modifications, updates, releases, and generally available associated software items and documentation ("Licensed Software"). The software shall be subject to the license terms described in this Section.

25.2. Rights Granted. Supplier grants to Buyer a world-wide, non-exclusive, transferable, fully paid, royalty-free, irrevocable, perpetual (except where it is explicitly stated in the Order to be restricted to a term), with rights to sub-license, licensed right to (i) install, run, load, use, reproduce and transfer the Licensed Software; (ii) create, or have

created, modifications, add-ons, or interfaces to the Licensed Software; (iii) integrate in and/or create interfaces between the Licensed Software and other programs and/or products; (iv) allow Buyer, Customers and their authorised users, service providers, contractors to access and use the Licensed Software, manage the operation, maintenance and support of the Licensed Software on behalf of Buyer and/or its Customers; and (vi) perform all other acts which are necessary or desirable to do all the foregoing and to allow use of the Licensed Software for Buyer's and/or its Customer's intended purpose ("License").

25.3. Unless it is explicitly stated otherwise in the Order, the License shall not be restricted to any set number of Buyer's computers and users or restricted to computers in any specific location.

25.4. Buyer agrees not to disassemble, reverse, compile, or reverse engineer the Licensed Software.

26. PUBLICITY

The Supplier shall not, without the prior written consent of the Buyer, issue or permit the issuance of any news release, public announcement, advertisement, photograph, video, or any other form of publicity or disclosure (including via social media or digital platforms) relating to the Order or the Buyer and its affiliates. This includes, but is not limited to, any information, images, or references concerning the Buyer's image, portfolio, employees, facilities, or any other matters not included in the Order. This obligation applies both during and after the term of the order and extends to all subcontractors, agents, and representatives of the Supplier.

27. LANGUAGE

All communications and documents, unless otherwise specified by the Buyer, shall be in the English language. If these Terms have been translated into different language versions, the English version shall prevail.

28. INTERPRETATION OF TRADE TERMS

Unless otherwise expressly stated in this Order, the Supplier shall deliver the Materials Delivered Duty Paid (DDP) to the Buyer's designated location, as defined by INCOTERMS® 2020, or the latest version published by the International Chamber of Commerce in effect as of the date of this Order. The interpretation of all delivery terms in this Order shall be governed exclusively by such INCOTERMS®. No course of dealing, prior dealings, usage of trade, or course of performance shall be used to modify, supplement, or explain any terms or conditions of this Order, or any terms incorporated by reference herein.

29. SUPPLIER'S EXPORT COMPLIANCE

Supplier shall obtain at its own risk and cost all required export and import licenses, documentation, and authorizations and carry out all export and import formalities and procedures. Supplier shall advise Buyer of any import or export restrictions imposed by any governmental authority on Materials provided to Buyer. Upon Buyer's written request,

Supplier will provide Buyer with any and all necessary or desirable information to allow Buyer to meet future re-export compliance obligations. For each Material, Supplier will provide the following information: (a) country of origin or manufacture, (b) harmonized system (HS) codes of the Materials and Supplier's export declaration, and (c) any other information required by Buyer.

30. INDEPENDENT CONTRACTOR

Nothing in this Order will be construed to place Supplier and Buyer in an agency, employment, franchise, joint venture, or partnership relationship. Supplier has no authority to obligate or bind Buyer in any manner, and nothing contained in this Order will give rise or is intended to give rise to rights of any kind to any third parties. Supplier will not make any representation to the contrary. The parties agree that Supplier will perform its obligations under this Order as an independent contractor.

31. COMPLIANCE WITH LAW

31.1 The Supplier shall comply with all applicable laws, regulations, orders, rules and ordinances, and CLEPA Code of Conduct ("Code") in the performance of this Order. A copy of the Code may be obtained at

https://www.clepa.eu/wp-content/uploads/2024/09/VDA_Business-Partner-Code-of-Conduct-1.pdf

Supplier acknowledges it has read the Code, agrees to fully comply with the Code and maintain a compliance program that contains at a minimum the standards outlined in the Code.

31.2 Supplier warrants it has and will comply with the U.S. Foreign Corrupt Practices Act, UK Bribery Act, EU and similar anti-bribery legislation or requirements applicable in the location(s) where the Materials are delivered, and the services are performed. Supplier represents and warrants that neither it nor its respective affiliates, directors, officers, employees, agents and representatives and consultants have made or committed to make, and shall not make or commit to make, any payment of money or give anything of value to: (a) any government official, or any official, agent, director or employee of Buyer or any Customer or any of its affiliates, for the purpose of securing or inducing the act, decision, influence, or omission of such government official or such person to obtain, retain, or direct business, or secure any improper advantage, for any person in connection with the Order, or business opportunity of the parties; or (b) any person while knowing, believing or being aware of a high probability that the payment or other value would be offered, given or promised by such person in whole or in part to any government official or any person referenced to this clause, for the purpose of securing or inducing the act, decision, influence or omission of such government official or person to obtain, retain or direct business, or secure any improper advantage, for any person in connection with the Order, or business opportunity of the parties.

31.3 Supplier warrants that it is fully committed to the principles of health, safety and environment provided in the Code, and acknowledges the importance of handling hazardous toxic or dangerous substances in a manner that will ensure the safety of people, the protection of the environment, and compliance with all applicable laws. Supplier agrees that it will use, handle, store, transport and dispose of hazardous toxic or dangerous substances in accordance with all applicable laws, regulations and codes of practice.

31.4 Supplier shall promptly communicate to Buyer all information relating to any potential hazard known or believed to exist in the handling or transport of the Materials purchased herein. Supplier shall provide Buyer with health and safety data on each chemical supplied for incorporation into Buyer's safety data records.

31.5 With each shipment of Materials that fall under the Regulation (EC) No 1907/2006 ("REACH"), Supplier shall provide Buyer with complete information regarding the chemical composition of any Materials supplied under the Order, including all safety information required under REACH, and information regarding the registration and pre-registration status of any Materials pursuant to REACH in writing to enable Buyer to meet its REACH compliance obligations. Supplier shall keep written records about the presence of SVHC (Substances of very High Concern) on the SCIP database as required by applicable law.

31.6 Supplier represents and warrants that all the Materials comply with the European Council Directive 2011/65/EU including 2015/863 (RoHS), (the "RoHS Directive") as the RoHS Directive may be updated from time to time, and with the laws, ordinances, orders, decrees, rulings and other rules and regulations issued for implementation of said directives (the "RoHS") and specifically that the components of any Materials do not contain lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE). Electrical and electronic equipment and components in the Materials shall comply with the international provisions on the use of certain hazardous substances, along with the bans on the respective materials, such as those outlined in the RoHS. Supplier shall provide Buyer with a written Declaration of Conformity upon Buyer's request. Electrical and electronic equipment shall bear the symbol pursuant to Appendix IV of the EU Council Directive 2002/96/EC (WEEE). Should Supplier breach this clause, Supplier shall pay the costs of any test or inspection performed by Buyer on the Material(s) and all damages incurred by Buyer and Customer.

31.7 Supplier represents and warrants that it complies with the European Parliament and Council Directive 94/62/EC of 20 December 1994 on packaging and packaging waste (the "Packaging Directive") and European Council Directive 2012/19/EU (the "WEEE Directive") as the said directives may be updated from time to time, and with the laws, ordinances, orders, decrees, rulings and other rules and regulations issued for implementation of said directives. Supplier will be responsible for all costs, damages and liabilities for or relating

to the recycling of Materials pursuant to the most current version of the WEEE Directive and for all packaging and packaging waste from the Materials pursuant to the Packaging Directive.

31.8 Supplier represents and warrants that it complies with Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas, as the said regulation may be updated from time to time, and all applicable "Conflict Mineral" laws. To the extent Supplier supplies to Buyer Materials containing "minerals" and/or "metals" as defined in the said regulation under any Order, Supplier commits to have a supply chain process compliant with the aforesaid regulation.

31.9 The Supplier warrants that it will comply with the requirements of the EU NIS2 Directive (Directive (EU) 2022/2555) regarding cybersecurity. This includes, but is not limited to, implementing appropriate technical and organizational measures for risk management, securing network and information systems, ensuring supply chain cybersecurity, and fulfilling all incident reporting obligations as required by NIS2. The Supplier further warrants that it will ensure all relevant subcontractors and business partners involved in fulfilling the Order also comply with NIS2 requirements.

31.10 A breach of this clause 31 will be deemed a material breach of this Order and grounds for immediate termination of this Order. Supplier shall, at its expense, indemnify, defend and hold harmless Buyer and Customer from and against any and all loss, cost, expense (including reasonable attorney and professional fees), claims, damage, or liability arising out of or resulting from or occurring in connection with Supplier's breach of this clause.

32. GOVERNING LAW

The construction, interpretation, performance, validity, and enforcement of the Order, and the parties relationship in connection therewith or any related claims whether based on contract, tort or otherwise, will be governed by the laws of the Netherlands, without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute arising out of or relating to the Order, including the breach, termination or validity thereof, will be finally resolved by arbitration administered by the Netherlands Arbitration Institute in accordance with the rules of arbitration of the Netherlands Arbitration Institute for the time being in force, which rules are deemed to be incorporated by reference in this clause. The place of arbitration shall be in Rotterdam, The Netherlands. The language of the arbitration shall be English.

33. REMEDIES

All Buyer remedies provided in the Order are in addition to, and will in no way limit, any other rights and remedies that may be available to Buyer at law.

34. HEADINGS AND CAPTIONS

The headings and captions in this Order are included solely for convenience and ease of reference. They shall not be considered part of this Order, nor shall they affect the meaning, interpretation, or construction of any provision of this Order.

35. SEVERABILITY

If any term of the Order is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Order and this will not affect the remainder of the Order which will continue in full force and effect.

36. SURVIVAL

All provisions of this Order which by their nature should apply beyond its term will remain in force after any termination or expiration of this Order including, but not limited to, those addressing the following matters: Price, Payment Conditions, Set Off, Warranties, Product Liability, Export Compliance, Confidentiality, Intellectual Property, Governing Law, Arbitration, Remedies, Publicity, Survival and all indemnification provisions set forth herein.

37. NOTICES

All notices or communications under this Order must be in writing, in English, and delivered personally, by email, or by nationally recognized courier to the address specified in the Order, or to any other address notified in writing. Supplier correspondence must reference the Order number. Notices are deemed received upon delivery or, if sent by email, upon confirmation of receipt.